

#1814

AGREEMENT

between

DEPTFORD TOWNSHIP BOARD OF EDUCATION

and

DEPTFORD ASSOCIATION OF SCHOOL ADMINISTRATORS

JULY 1, 1993 - JUNE 30, 1996

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ARTICLE I

RECOGNITION

A. The Deptford Township Board of Education, Deptford Township, Gloucester County, hereafter known as the "Board", hereby recognizes the Deptford Association of School Administrators, hereafter known as the "Association", as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all totally certified full-time personnel under contract and employed by the Board and so assigned as an employee with administrative and supervisory responsibilities which shall include:

- Senior High School Principal
- Middle School Principal
- Elementary Principal
- Senior High School Vice-Principal
- Middle School Vice-Principal
- Supervisor of Curriculum and Instruction
- Director of Student Personnel Services
- Supervisor of Athletics and Activities
- Supervisor of Secondary Education
- Supervisor of Special Services

B. The Association hereby recognizes the Board as the legal authority elected as representatives of the people and further recognizes the responsibilities of the Board and the Superintendent for the conduct and operation of the school district in compliance with New Jersey Statutes Title 18A.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement, and they agree that this Agreement shall remain in force until such time as a new Agreement is reached in accordance with Chapter 123 Public Laws of 1974. Such negotiations shall begin not later than the third Thursday of October of the calendar year preceding the calendar year in which this Agreement expires.

B. The Board agrees to furnish the Association upon reasonable request, such information as will assist the Association in developing intelligent, feasible and constructive proposals in behalf of the employees, students, and the school system. This information may include a complete and accurate financial report and tentative budget for the next school year.

C. The Association agrees to furnish the Board and Superintendent upon reasonable request, research information and data, gathered by the Association, that will assist the Board and the Superintendent in the development of sound educational programs.

D. During the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge and/or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

E. This Agreement shall not be modified in whole or in part by the parties except by mutual consent. Board policy shall prevail on all matters not covered by this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance - is defined as an alleged violation, misinterpretation, or misapplication of this Agreement.
2. Aggrieved - is defined as the employee making the complaint.
3. Days - means school attendance days.

B. Time Limits

A grievance shall be processed within the specified time limits. Time limits may be extended by mutual agreement. Any grievance not advanced from one step to the next within the time limits of that step shall be considered dropped.

C. Record Keeping

Documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

D. Representation

The aggrieved may be represented at all stages of the grievance procedure by himself or at his option by a representative. When the aggrieved is not represented by the Association, the Association shall have the right to be present as observer. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their representatives and counsel.

E. Procedure

Level I - Step A - Informal

Within ten (10) school days of the time a grievance occurs, the aggrieved shall first discuss this grievance with his immediate supervisor and/or principal directly with the objective of resolving the matter informally.

Level I - Step B

If the aggrieved person is not satisfied with the disposition of his grievance after informal discussion or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance with his immediate supervisor and/or principal within ten (10) school days of receipt of principal's and/or supervisor's answer. The grievance shall be stated in writing and signed by the aggrieved.

The "Statement of Grievance", provided in Appendix A, shall name the individual employee or employees involved, shall state the facts giving rise to the grievance, shall identify the alleged infraction of this Agreement, shall state the contention of the employee with respect to the alleged infraction and shall indicate the specific relief sought.

Level II

If the aggrieved is not satisfied with the disposition of his grievance at Level I or if no decision has been rendered within five (5) school days after presentation of the grievance, he may within ten (10) school days of principal's and/or supervisor's answer file the grievance in writing with the Superintendent of Schools. At the same time a copy of the grievance shall be given to the principal and/or supervisor involved. The Superintendent or his designee shall give the aggrieved an answer in writing no later than ten (10) school days after receipt of written grievance. The decision may be announced to the parties concerned.

Level III

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within ten (10) school days after presentation of the grievance to the

Superintendent, the aggrieved person may within ten (10) school days file the grievance in writing with the Board of Education. The aggrieved person shall be granted a hearing with the Board of Education within ten (10) school days of the receipt of the written grievance. The Board shall give the aggrieved person an answer in writing within five (5) school days of the date of the hearing.

Level IV

In the event that the grievance shall not have been disposed of at Level III, the aggrieved may within thirty (30) school days after the Superintendent's decision refer the unsettled grievance to advisory arbitration (non-binding).

F. Advisory Arbitration (non-binding)

The Advisory Arbitrator (non-binding) shall be selected within thirty (30) days following the request of either party to the other, under the rules and procedures of the American Arbitration Association.

The Advisory Arbitrator (non-binding) shall be limited solely to making recommendation in cases of alleged violations of the specific article and sections of this Agreement.

The Advisory Arbitrator (non-binding) shall have the authority to confer separately or jointly with the Board, Superintendent, and the Association or to use any other source of information.

The Advisory Arbitrator (non-binding) shall make recommendations for resolution within thirty (30) days. The recommendations shall be submitted to both parties, the Board and the Association. The Board shall render its decision prior to the Advisory Arbitrators (non-binding) recommendations being made public by either party.

The Advisory Arbitrator's (non-binding) recommendations after twenty (20) days may be made public by either party, the Board or the Association.

G. Costs

The cost and expense incurred in securing and utilizing the services of the Advisory Arbitrator (non-binding) shall be the shared responsibility of the parties engaging his services.

H. The following matters shall not be arbitrable:

1. The failure or refusal of the Board to renew a contract of a non-tenure Administrator.
2. Matters where a method of review is prescribed by law or by any rule, regulation of the State, Commissioner of Education or the State Board of Education.

3. Matters where the Board is without authority to act.

4. Matters involving the statutory or discretionary powers of the Board.

ARTICLE IV

RIGHTS

A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Law.

B. No employee shall be disciplined without just cause.

C. Nothing contained herein shall be construed to deny the Board or Superintendent their rights at any time to call a meeting of the supporting staff to present its position in any matter that in its judgment may affect the educational program.

D. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the school district, (b) to hire, promote, transfer, assign and retain employees in positions in the school district, and for just cause to suspend, to demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duty because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

E. The Association has the right to recommend through proper channels to the Board of Education such statements of policy related to their operations as they shall deem necessary or desirable.

ARTICLE V

PRIVILEGES

A. The Association or its named representative shall be privileged to transact official association business on school property at reasonable times, provided that this shall not interfere with or interrupt any individual assignment or the normal operation of the school.

B. The Association or its named representatives shall be privileged to process school-building-use applications for unit activities.

ARTICLE VI

WORK CALENDAR - WEEK - YEAR - LENGTH OF DAY

A. The work calendar shall be set forth by the Board of Education.

B. Work Week - The work week shall consist of five (5) full working days, Monday through Friday inclusive, except where legal holidays and vacation periods are included in the work calendar.

C. Work Year - The work year shall be:

Ten-month contract - September 1 to June 30 - 204 days

Eleven-month contract - August 1 to June 30 - 225 days

Twelve-month contract - July 1 to June 30 - 247 days

exclusive of legal holidays and any other days designated by the Board of Education prescribed work calendar.

D. Work Day - The work day shall be as designated by the Board of Education policy.

ARTICLE VII

EMPLOYMENT

A. The best qualified shall be given full consideration.

Certification requirements shall be made known to all applicants for professional positions. The Board shall act upon the recommendation of the Superintendent.

1. Agreement as to Initial Salary - Whenever a person shall hereafter accept office, position or employment as a member of the Deptford Township Public School District, his initial place on the salary schedule shall be at such a point as may be agreed upon by the employee and the Deptford Township Board of Education.

2. Academic Year - Shall mean the period between the opening day of school in Deptford Township after the general summer vacation, or ten (10) days thereafter, and the next succeeding summer vacation.

3. Year of Employment - Shall mean employment as a fully certified employee for one academic year in any publicly owned or operated college, school or other institution of learning for one academic year in this or any other state or territory of the United States.

4. Credit for Military Service - Every member who, after July 1, 1949, has served or hereafter shall serve, in the active military or naval service, in the women's army corps, the women's reserve of the naval reserve, or any similar organization authorized by the United States to serve with the army or navy, in times of war or an emergency, or for or during any period of training, or pursuant to or in connection with the operation of any system of selective service, shall be entitled to receive equivalent years of employment credit for such service as if he had been employed for the same period of time in some publicly owned or operated college, school or institu-

tion of learning in this or any other state or territory of the United States, except that the period of such service shall not be credited toward more than three (3) employment or adjustment increments.

ARTICLE VIII

ASSIGNMENTS, TRANSFERS AND REASSIGNMENTS

A. Transfer of professional personnel shall take place when deemed necessary by the Superintendent and approved by the Board. Employees may also request a transfer. However, such transfer shall be solely within the discretion of the Superintendent and subject to Board approval.

B. Transfer shall be restricted normally to the opening date of school or it may be made at other times when deemed necessary by the Superintendent.

Seniority may be a factor in evaluating the transfer of an employee.

Requests for transfer may be renewed annually.

Tentative assignments shall be announced with the issuance of salary statements and/or contracts.

ARTICLE IX

PROFESSIONAL MEMBERSHIP AND DUES

The Board of Education shall reimburse administrators for membership dues for the New Jersey Principals and Supervisors Association (PSA) and the National Association of School Principals (Elementary and Secondary).

ARTICLE X

SICK LEAVE

A. Definition of Sick Leave - Sick leave is hereby defined to mean the absence from duty of any person because of physical disability, illness or injury, or quarantine or exclusion from work by medical authorities.

B. Sick Leave Allowable - All persons who are steadily employed full-time by the Board of Education shall be allowed sick leave with full pay as follows:

10 month term - 10 days

11 month term - 11 days

12 month term - 12 days

C. Accumulated Sick Leave - Allowable sick leave not utilized in any year shall be cumulative to be used for additional sick leave in subsequent years.

D. Physician's Certificate Required for Sick Leave - A physician's certificate may be required by the Superintendent of Schools when it appears that there has been an abuse of sick leave or excessive absences on the part of an administrator.

E. Workers' Compensation - Workers' compensation awards shall be deducted from the regular salary of the employee for the days' absence covered by the Workers' Compensation Act. The time lost from employment under the Workers' Compensation Act shall not be deducted from days permitted for regular sick leave allowance.

F. Unused Sick Leave -

1. An employee's unused sick leave at the time of retirement under TPAF shall be sold back to the Board, providing the retiring employee has at least 15 years of service in the District, at the following rates for each unused sick day:

Effective July 1, 1993 - \$65.00
Effective July 1, 1994 - \$75.00
Effective July 1, 1995 - \$85.00

B. The retirement under TPAF is defined to mean leaving active service and contemporaneously beginning the receipt of pension payments. Deferred retirement is expressly excluded from the definition.

C. Effective January 1, 1991, failure of an employee to notify the Board in writing of his/her retirement at least 11 months prior thereto shall result in the payment being forfeited.

G. If an administrator dies, his/her estate shall receive the value of the accumulated sick days.

ARTICLE XI

PERSONAL LEAVE/VACATION

A. The Superintendent may grant administrative leave (not to be accumulated) to any regularly employed person for the following emergencies or conditions:

1. Death in Immediate Family - (immediate family - mother, father, mother-in-law, father-in-law, children, husband, wife, brother, sister, or any relative who has lived within the same household for a period of over two (2) years) Additional emergencies will be judged upon request by the Superintendent of Schools.

2. Personal Leave - (legal, household, family business) Every administrator shall be granted a minimum of three (3) personal leave days per year without deduction. If not used at the conclusion of the fiscal year, the days shall be added to the accumulated sick leave on the first of the next fiscal year. Personal business that cannot be conducted outside the normal work day. Forty-eight (48) hours notice shall be given except in approved emergencies.

3. Professional Conference - Such requests shall be submitted in writing six (6) weeks in advance of the day requested.

B. In the event all sick leave days have been used, five (5) days herein specified as other than sick leave may be used as sick leave days (not to be accumulative).

C. Earned Vacation - One and one-half (1-1/2) days per month worked shall be earned. Two (2) additional days' vacation shall be earned after the completion of three (3) continuous years of employment (under contract as a 12-month administrator) in the district.

Guidelines shall be as follows:

1. Vacations will be granted only at times of the year when they will not interfere with the normal operation of the school.

2. Vacation leave of four (4) or more days must receive approval of the employee's immediate supervisor at least four (4) weeks in advance of beginning date of leave. (Special consideration may be given to emergencies, i. e., illness, etc.).

3. A maximum of thirty (30) days vacation earned may be taken in any one year from July 1 to June 30.

4. A total of thirty (30) days vacation may be accumulated to be applied to any one year's vacation allowance except that the Superintendent may deny any request which asks for more than ten (10) consecutive work days during the months of July and August and five (5) consecutive work days during the months of September through June. Any action taken in response to a request for vacation days which makes it impossible for an administrator to take up to thirty (30) days of his accumulated days prior to June 30 of the school year in which the days are requested will result in the administrator receiving financial compensation for the days denied. The compensation will be based on the administrator's salary prorated to a daily basis.

5. Accumulated vacation days shall be approved by the Superintendent of Schools.

6. Requests for vacation:

Requests for vacation must be made in duplicate on the appropriate request form. One signed copy will be returned to the employee as soon as a decision can be made.

7. All vacations are subject to the final approval of the Superintendent of Schools.

8. An administrator who dies before his/her contract period is completed shall have payment for his/her vacation days given to his/her estate.

ARTICLE XII

INSURANCE PROTECTION

Section 1.

A. The Board of Education shall adopt a health insurance plan providing the following:

Blue Cross/Blue Shield "Medallion"

H.I.P., U. S. HealthCare, or other Board approved comparable plan/carrier

Blue Cross Prescription Plan shall be five (5) dollars co-pay for generic drugs and ten (10) dollars co-poay for brand name drugs

B. Enrollment shall be optional.

C. Each employee shall contribute a sum by payroll deduction equal to 3.2% of the monthly premium for "Medallion" and the Board of Education shall pay 96.8%.

Section 2.

Effective July 1, 1981, a dental plan providing single coverage for the employee was put into effect. The Board shall pay up to, but not in excess of, the sum of \$235.00 per employee in connection with said dental plan.

ARTICLE XIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board of Education recognizes the value of professional development and educational improvement, and agrees to pay administrators for conferences and courses up to and including the following amounts, with prior approval by the Superintendent:

Effective July 1, 1993 - \$600.00

Effective July 1, 1994 - \$650.00

Effective July 1, 1995 - \$700.00

ARTICLE XIV

MISCELLANEOUS PROVISIONS

A. The Board will be informed only through the Superintendent in any matter requiring its decision. Any employee or employee group should communicate through the proper channels of authority. When the matter requires Board action it shall be directed through proper channels to the Board of Education.

B. It is agreed by both parties that the negotiations will be conducted without the use of pressure tactics. The parties also agree, during the period of negotiations that the only publicity accorded the negotiations by the parties will consist of a joint press release or, in the event the parties are unable to agree upon wording, a joint press release stating that "no progress has been made".

C. It is understood by all parties that under the ruling of the Court of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.

D. The parties agree to follow the procedures outlined in the Agreement, and to use no other channels to resolve any question or proposal until the procedures within this Agreement are fully exhausted.

E. Terms of contracts of non-tenure personnel are negotiable only between the individual and the Board.

F. There shall be no discrimination in practices and procedures of the school system policies in hiring, training assignments, promotions, transfer or discipline of employees on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, or association activities.

G. Whenever any notice is required to be given by either party of the Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so in writing with signed receipt of delivery, at the following address:

1. If by the Association to the Board -

Blackwood Terrace School
Deptford, NJ 08096

2. If by the Board to the Association -

The school building where the President of the Association is assigned.

ARTICLE XV

AGREEMENT

IT IS AGREED between the Board of Education of Deptford Township in the County of Gloucester, party of the first part, and the Deptford Association of School Administrators, party of the second part, that the content of this Agreement shall be effective as of July 1, 1993, and shall continue in effect until June 30, 1996.

Resolution of Adoption by the Board of Education:

Date: July 20, 1993.

Deptford Township Board President:

Catherine M. Lark

Deptford Association of School Administrators President:

Donald R. Pellerin

Attested:

Donald A. Levan
Board of Education Secretary

8-9-93
Date

Joseph F. Canataw
Association Secretary

8-4-93
Date

ADMINISTRATIVE SALARY SCHEDULE

A. Effective July 1, 1993, the salary increases for administrators who were employed prior to July 1, 1993, shall be \$3,900.00 for each administrator.

B. Effective July 1, 1994, the salary increases for administrators who were employed prior to July 1, 1994, shall be \$4,000.00 for each administrator.

C. Effective July 1, 1995, the salary increases for administrators who were employed prior to July 1, 1995, shall be \$4,100.00 for each administrator.

